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#### Contract Database Metadata Elements

Title: **Three Village Central School District and Clerical Unit, United Public Service Employees Union (UPSEU), (2005)**

Employer Name: **Three Village Central School District**

Union: **Clerical Unit, United Public Service Employees Union (UPSEU)**

Effective Date: **07/01/05**

Expiration Date: **06/30/10**

PERB ID Number: **6319**

Unit Size: **95**

Number of Pages: **26**

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CL/6319

**AGREEMENT**  
**BETWEEN THE**  
**THREE VILLAGE CENTRAL SCHOOL DISTRICT**  
**AND THE**  
**UNITED PUBLIC SERVICE EMPLOYEES UNION**  
**CLERICAL UNIT**

**JULY 1, 2005 - JUNE 30, 2010**

**RECEIVED**  
**NYS PUBLIC EMPLOYMENT**  
**RELATIONS BOARD**

**DEC 29 2009**

**ADMINISTRATION**

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## **CLERICAL UNIT**

### **PREAMBLE**

This agreement entered into by the Three Village Central School District, hereinafter referred to as the Board, and the United Public Service Employees Union, the Certified Union, hereinafter referred to as the Union, has as its purpose the continuance of harmonious relations between the Board and the Union, a more definitive procedure for resolving grievances, and a cooperative effort to contribute to the growth and quality of the School District.

### **ARTICLE I**

#### **Recognition**

In view of the designation of the United Public Service Employees Union, the Certified Union, as their bargaining representative, and in view of the request of the United Public Service Employees Union, the Certified Union, to represent the Unit, and its statement that it does not assert the right to strike, the Board in this Agreement does hereby recognize the Union as the sole and exclusive bargaining agent and representative for the Unit covered by this Agreement and hereinafter described in this Article, in accordance with the provisions of Article 14 of the Civil Service Law, and the bylaws of the Board.

The Unit covered by this Agreement is the Clerical Unit, composed of all secretaries, stenographers and members of the clerical staff, except the Secretary to the Superintendent of Schools, the Secretary to the Assistant Superintendent for Educational Services, the Secretary to the Assistant Superintendent for Business Services, and the Secretary to the Assistant Superintendent for Human Resources, formerly included in the Three Village School Employees Association.

This recognition shall continue until the expiration of this Contract.

### **ARTICLE II**

#### **Negotiation Procedure**

It is agreed by all experienced negotiators in both private and public fields that negotiations proceed most smoothly when there is an understanding at the beginning on the ground rules or procedures to be followed. Initially, these ground rules should be agreed upon before negotiations proceed.

1. Any negotiations in subsequent years shall be initiated by the parties submitting their proposals to each other on mutually agreeable dates of the applicable year. Either party may request, in writing, an extension of time to a date which must be mutually agreeable to both parties. All issues proposed for discussion shall be submitted in writing by UPSEU to the Board or its delegated

representative at or before the first meeting. The Board or its delegated representative shall submit in writing all additional issues upon which it wishes to negotiate no later than the second meeting.

2. In any session, negotiation committees shall consist of not more than seven (7) members, except that any Union Committee representing a bargaining unit of less than thirty (30) employees shall be limited to three (3) members. The names of those members so designated as negotiators shall be exchanged at the second meeting.

3. Normally, negotiating sessions shall be held after working hours. In the event that they are held during working hours, the Superintendent or his/her designee will excuse all members of the negotiating team to attend the session.

4. All negotiation sessions shall be executive sessions. During the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Unit, the proceedings of the negotiations shall not be made public unless both parties consent. No electronic recording devices of any type shall be used to record the deliberations of the negotiations. Nothing contained herein shall prevent communication between the union negotiating committee and the membership.

5. Each team shall have the right of caucus at any time during a negotiation session. However, caucus time will be counted as part of the total length of each negotiation session.

When temporary impasse is reached on individual items, the parties agree that it shall be appropriate to move the calendar to other items on which negotiations may be possible.

Any item on the calendar may be tabled at any time by joint agreement between the two parties.

6. Each team's professional negotiator shall preside throughout deliberations. Any and all questions, and business pertaining to negotiations throughout each session shall be directed to and through each team's professional negotiator.

7. When an item has been discussed and agreed to by both parties it shall be initialed by both negotiators and set aside.

No item shall be agreed to as finalized, unless all items are agreeable to both parties. Revisions may be made on items already initialed.

8. An impasse may be deemed to exist if agreement is not reached one hundred twenty (120) days prior to the end of the fiscal year. In the event of an impasse, the procedures of the PEAFF (Taylor Law) shall be followed.

### **ARTICLE III**

#### **Definition of Employee**

1. The term "permanent employee" shall mean a person who is Civil Service Certified and who has been employed by the school district continuously on a full-time basis, in a permanent position, for a period of twenty-six (26) weeks or more.
2. The term "probationary employee" shall mean a person serving continuously in a full-time, permanent position for less than twenty-six (26) weeks.

### **ARTICLE IV**

#### **Agency Fee**

UPSEU shall have exclusive rights to payroll deductions of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the United Public Service Employees Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, NY 11779 on a payroll period basis. No other organization shall be accorded any payroll privileges without the express consent and written authorization UPSEU.

The District shall notify all employees who are currently on the payroll within the titles covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.

Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.

An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.

The agency fee for each employee covered by this agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.

Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.

Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.

The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.

No assessments of any kind or nature will be collected through the agency fee deduction.

The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to at all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses including court costs and reasonable attorneys' fees, and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the Collective Bargaining Agreement between the Union and the District.

The Union affirms that it will establish and will maintain a procedure which provides for the refund as provided by law. The maintenance of such a procedure is a condition for the continuance of the agency fee. Dues and agency fee shall be paid to the United Public Service Employees Union, 3555 Veterans Memorial Highway, Suite H, Ronkonkoma, NY 11779-3020.

## **ARTICLE V**

### **Certification**

All permanent employees must be certified in accordance with Civil Service requirements and in their proper category within one (1) year of their date of hire. If this condition is not met, the employee's salary shall revert to that category in which she/he is certified. Any new employee not certified by Civil Service at the time of employment shall be placed on a per diem basis until she/he is certified.

## **ARTICLE VI**

### **Grievance Procedure**

Each employee shall be entitled to a representative of her/his own choice at each step of the grievance procedure.

Any disputes arising concerning the interpretation or application of the terms of this Contract or the rights claimed to exist thereunder, shall be the subject of a grievance and shall be processed and resolved in accordance with the following:

(a) A grievance shall be presented by the employee to her/his principal, in writing, within ten (10) working days after the grievance arises or where this does not apply, to the administrator or immediate supervisor. Within three (3) working days after receipt of the written grievance, the administrator or immediate supervisor shall confer with the aggrieved and her/his representative, if the employee so desires.

(b) In the event such grievance is not resolved, in writing, within five (5) working days following such presentation, it shall be presented, in writing within five (5) working days after receipt of reply to the Superintendent or his/her designee by the employee.

(c) Within three (3) working days after receipt of the written grievance, the Superintendent or his/her designee shall confer in person with the aggrieved and her/his representative, if she/he so chooses. In the event such grievance is not satisfactorily resolved, in writing, at the Assistant Superintendent's level within (10) working days after presentation, the grievance shall be presented in writing within the (10) working days after receipt of reply to the Superintendent of Schools for settlement. Within three (3) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved and her/his representative, if she/he so chooses.

(d) In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten (10) working days after presentation, the grievant shall notify the Superintendent, in writing, within ten (10) working days after receipt of the Superintendent's decision of the grievant's intention to proceed, or not to proceed to advisory arbitration. The arbitrator shall be selected through the Public Employment Relations Board (PERB).

The advisory decision of the arbitrator shall be presented in writing to the Board of Education within thirty (30) working days of the hearing. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and he/she shall be without power of authority to make any decisions contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law. The decision of the arbitrator shall be advisory only and shall not be binding on either party.

Within ten (10) working days after receipt of the advisory decision from the arbitrator, the Board of Education shall render a decision which shall be final and binding on all parties.

The cost of advisory arbitration shall be shared equally by the parties.

(e) A reasonable amount of time will be granted to handle any emergency grievances that may arise during working hours. It is understood that such activity shall be handled as quickly as possible.



## **ARTICLE VII**

### **Union Business**

1. No Union business meetings shall be conducted during working hours, except as granted by the Superintendent or his/her designee.
2. A UPSEU representative may enter the premises for Union business upon prior notice to the Superintendent or his/her designee. Entry will ordinarily be after working hours when school is not in session, unless prior notice is given to the Superintendent or his/her designee.
3. Except in circumstances where such notice is not possible, representatives of the Union shall provide twenty four (24) hours advance notice to the Superintendent or his/her designee, providing the date, approximate time, specific location, and the unit which will be visited. In circumstances where notice cannot be given twenty four (24) hours in advance, representatives of the Union shall provide notice of a visit, to the Superintendent or his/her designee, a reasonable time prior to such visit. Such notice shall provide the date, approximate time, specific location, and the unit which will be visited.

## **ARTICLE VIII**

### **Conference**

One officer representing the Unit covered by this Agreement shall be entitled to take up to three (3) days per year, without loss of pay, for the purpose of attending UPSEU conferences. These three (3) days may be distributed in any combination of full days, among some or all of the Officers, but in no event will exceed a grand total of three (3) days per year for the entire unit. The president must notify the Superintendent or his/her designee of the individual or individuals who will be attending the UPSEU conference.

## **ARTICLE IX**

### **Work Year**

The work year shall extend from July 1 through June 30 for twelve (12) month employees.

### **Hours of Work**

The normal work schedule shall be seven (7) hours per day, thirty-five (35) hours per week, plus the lunch period, as determined by the individual principal in the school and the Superintendent or his/her designee for the Administration Building employees. In determining the lunch period, the desires of the individual shall be given due consideration to the extent it is practicable in the judgment of the Building Principal or the Superintendent or his/her designee.

### Overtime

Employees shall be paid overtime at the rate of time and one half the regular straight time pay for work over thirty-five (35) hours per week. All overtime work shall take place only on the authorization of the employee's supervisor.

### Summer Hours

All employees will receive summer hours as follows:

1. Summer hours will begin on July 1 and run through August 31
2. Each employee's normal workday is reduced by one half ( $\frac{1}{2}$ ) hour.
3. The summer work week shall be thirty-two and one half ( $32\frac{1}{2}$ ) hours.
4. The summer hours for all Unit personnel are to be 8:00 A.M. until 2:30 P.M., with one-half hour for lunch and no coffee breaks.
5. Lunch periods are to be taken at the normal time and not at the end or beginning of the working day.
6. Employees who are required to work the reduced one-half ( $\frac{1}{2}$ ) hour during the summer months (July and August) shall be paid at straight time for the extra ( $\frac{1}{2}$ ) hour. Overtime for work beyond the time required pursuant to the above, shall be paid at the overtime rate as per current practice.

### Modified Work Schedule

The modified work schedule allows an employee to reduce the number of hours worked under the following conditions:

1. Employees who work a modified day during the school vacation periods (July and August, Christmas, Midwinter and Spring) will receive a prorated reduction in pay based on the numbers of hours not worked. The reduction is based on a six and one half ( $6\frac{1}{2}$ ) hour summer day in July and August and a seven (7) hour normal day during the other school vacation periods.

Modified summer hours:

8:00 A.M. - 1:30 P.M. - no lunch and one 15 minute coffee break.

2. Those employees who do not work a modified work schedule during July and August are entitled to summer hours as they appear in Article IX, Summer Hours, described above.

3. An employee may not be required to work a modified schedule.

4. The Building Principal or the Administrator/Supervisor will recommend to the Superintendent the work schedule of employees under his/her supervision. The Superintendent will have final determination in the matter of employee work hours and building hours.

5. The modified work schedule must, if worked, be worked in minimum time blocks equal to one payroll period.

6. Overtime: If an employee is required to work additional time during the summer on a modified schedule:

(a) Those employees on a modified schedule, five and one half (5½) hours, will be paid straight time for the first hour (this is the hour's reduction from the six and one-half (6½) hour summer day).

(b) Employees who work beyond the summer six and one half (6½) hour workday receive compensatory straight time for the first one half hour worked. This is the difference between the regular seven (7) hour day and the contract summer hours. See Article IX, Summer Hours above.

(c) Employees who work beyond seven (7) hours are paid overtime at time and one half their regular rate of pay.

7. Computation of the employee's hourly rate:

**Employee's Annual Salary**

No. of paid days in work year\* = Daily rate

Daily Rate = Hourly Rate  
7 Hours

\*Number of paid days equal the sum of:  
Regular work days (including vacation) and paid  
holidays.

**ARTICLE X**

**Inclement Weather**

When schools are closed because of inclement weather, employees shall not be expected to report to work.

If, because of extenuating circumstances, an employee is required to work, compensatory time off or pay shall be granted at the option of the employee with the approval of the Superintendent or his/her designee.

## **ARTICLE XI**

### **Temporary Leave**

#### **Family and Medical Leave**

The District will follow the requirements of the Family and Medical Leave Act for statutorily eligible employees to the extent that such requirements are not inconsistent with the Collective Bargaining Agreement.

#### **Sick Leave**

All permanent full-time, twelve (12) month employees shall be entitled to fifteen (15) days sick leave per year, cumulative to one hundred eighty (180) days. The aforementioned permissible maximum accumulation shall be increased to two hundred (200) days for use only, and not payment upon retirement. The maximum permissible accumulation for the purposes of payment upon retirement shall remain at one hundred-eighty (180) days.

The Superintendent or his/her designee may, after three (3) consecutive days absence, except in case of an emergency possibly affecting school health, require a physician's statement describing the nature of the illness and the approximate absence advised for such illness.

The Superintendent or his/her designee may require a physician's statement if a sick leave is taken prior to or following a vacation day or holiday.

Employees may utilize vacation entitlement for sick leave which occurs after accumulated sick leave has been exhausted.

#### **Payment for Unused Sick Leave Upon Retirement**

See Article XIX - Retirement.

#### **Catastrophic Leave**

If all earned sick leave, vacation and personal leave days have been used up, catastrophic leave shall be granted to an employee, by the Superintendent or his/her designee. Such catastrophic leave shall only be granted to employees who cannot perform any duties within the Unit and shall not be granted for more than ninety (90) days, and shall not be unreasonably withheld.

Catastrophic leave shall only be granted to employees who have completed three (3) years of service in the District.

The District shall require a doctor's certificate before granting or continuing catastrophic leave.

The District will provide short term disability insurance coverage paying qualifying employees a maximum benefit of 50% of gross weekly wages up to a maximum of \$360.00 gross per employee per week, after a ninety (90) day waiting period, and commencing from the ninety first (91<sup>st</sup>) day continuing to the one hundred eightieth (180<sup>th</sup>) day, provided the cost of premiums for such coverage for the entire unit per year does not exceed \$5,500.00 per year. The District will have no obligation to pay premiums in excess of the aforementioned amount. In the event that the annual premiums exceed \$5,500.00, the bargaining unit shall pay any excess amounts. If the bargaining unit fails to pay any such excess amounts upon demand, then the District may unilaterally cancel the policy/coverage without further notice to the unit or its bargaining representative.

#### Personal Days

All permanent full-time, twelve month employees shall be entitled to a maximum of five (5) days leave per year for the purpose of conducting personal business and personal business of a legal or financial nature which cannot be conducted at times other than during the workday, or the work year.

Paid absences for reasons other than those stated above must be approved by the Superintendent or his/her designee.

Personal days not used are to be applied to the employee's cumulative sick leave.

#### Child Care and Maternity Leave

Upon request to and approval by the Office of the Chief School Administrator and the Board of Education, any employee shall be entitled to a leave of absence without pay for a period of up to two (2) years for child care.

Employees who are pregnant and intend to take a child care leave immediately following a period of maternity leave shall provide sixty (60) days notice of such leave.

Upon return from such leave, as in the case of any other extended leave, the employee shall be reinstated in her former position if the position is open, and if so entitled by virtue of her seniority, or if not so entitled, to such other position that may be available in accordance with seniority and qualifications. During maternity leave, length of service shall accumulate only for purposes of seniority in respect to vacancies, transfers and layoffs, but otherwise there shall be no accrual of any benefits.

#### Any Reason Leave - Without Pay

Upon recommendation of the Superintendent or his/her designee, a one-year leave of absence may be granted at the Board's discretion for any reason to any employee with at least five (5) years' service in the District. Requests are to be submitted to the Board of Education at least three (3) months in advance of the anticipated leave date, unless unusual circumstances are involved.

An "Any Reason Leave" will not be granted for purposes of seeking or taking another job or position.

Upon recommendation of the Superintendent or his/her designee, a one-year extension of this leave may be granted by the Board of Education in its discretion upon request of the employee. Request for second year leaves may be submitted with the first year request or during the term of the first year leave.

Employees granted a two-year leave who decide not to use the second year may return to the District upon timely notice (60 days).

If notice of intent not to use the second year of the leave is not given as required, the employee may return to the District upon request to and with the approval of the Board of Education.

This provision shall apply to leaves of absence taken during the life of the contract, after which it shall expire as of June 30, 2010 independently of other articles. This provision may be extended by mutual consent at any time.

Leave of absence under this provision must be for a twelve (12) month period and may not be granted more than once in a five-year period to any employee.

During any such leave of absence pursuant to this provision, the District shall not pay for or contribute to payment for health/hospitalization insurance coverage and the employee shall not receive such coverage from the District.

#### Jury Duty

All permanent employees serving on jury duty shall be paid the difference between their regular pay and their jury duty fees for the time necessary to serve on jury duty, provided the employee applies in writing to be placed on the "on call system." Mileage reimbursement and meal allowance shall be retained by the employee. Ten (10) and Ten and One Half (10 1/2) month employees shall request from the appropriate court system, in writing, that their jury service be scheduled during the months of July or August.

#### Bereavement Leave

A permanent employee may be granted up to five (5) days leave in the case of a death in the immediate family. (Parent, sibling, child, spouse, grandparents, grandchildren, relative with whom the employee was living, mother-in-law, father-in-law, brother-in-law and sister-in-law).

In the case of the death of other family members (aunt, uncle, cousin, in-law), the employee may be absent for the day of the funeral.

In circumstances where it would require more than one (1) day to attend the funeral of other family members as defined above, the Superintendent or his/her designee may grant additional time as he/she determines necessary.

Each employee shall be permitted one (1) day during their term of employment with the District in this unit, for the purposes of attending the funeral of any person living with the employee at the time of such person's death, but only if the employee presents proof in documentary form to the satisfaction of the Superintendent or his/her designee, that the decedent resided with the employee at the time of death. The determination as to whether the aforementioned proof is satisfactory shall be within the sole non-grievable discretion of the Superintendent or his/her designee. If the employee's application for such leave is denied, the employee's sole remedy shall be to meet with the Superintendent or his/her designee, with union representation, to discuss the denial. The decision of the Superintendent shall be final and non-grievable.

#### Vacations

Permanent twelve month employees who have worked for six (6) months but less than one (1) year, shall be entitled to vacation prorated on the basis of five (5) working days.

Earned vacation for permanent employees is according to the following schedule:

Year One:	5 Days
Year Two Through Four:	10 Days Each Year
Year Five Through Nine:	15 Days Each Year
Year Ten:	20 Days Each Year
Year Fifteen:	25 Days Each Year

All employees shall be entitled to take all vacation time during the period of July 1 through June 30.

All employees shall be entitled to carry over a maximum of twenty (20) days vacation. As of August 1, the employee may have to her/his credit no more than twenty (20) days vacation.

In the case of death of an employee, her/his beneficiary is to receive payment in compensation for any unused vacation time.

Administration shall provide if reasonably possible, a response to employees' applications for vacation within seven (7) business days after the date of submission.

Employees shall provide, if reasonably possible, their requests for vacations in writing to the building principal, at least two weeks in advance of the first day of such requested vacation. No more than fifty (50) percent of the number of employees assigned to a particular office within the District shall be permitted to take vacation leave during the same time period.

## **ARTICLE XII**

### **Vacancies and Transfers**

When a vacancy in the School District occurs, the Superintendent or his/her designee shall post a notice of such vacancy in all schools, and invite present employees to submit applications for such positions five (5) working days prior to notification to the public that such a position is available.

Appointments to such positions shall be made on the basis of qualifications for the position, as determined by the Superintendent or his/her designee. In the event that qualifications are judged to be equal, seniority in the School District shall prevail.

If an interested person presently employed in the School District is judged by the Superintendent or his/her designee to be equally qualified among other applicants, he/she may be given preference over any interested person not presently employed in the District.

The District reserves the right to place newly hired employees at any step on the applicable salary schedule the District deems appropriate, if prior work experience is comparable to the position in the District. However, the District shall not be required to place new employees on a step other than the first step on any applicable salary schedule.

The Union shall be notified of the District's intention to implement this provision and the reasons therefore.

When an employee is promoted to a higher classification position, he/she shall be placed on the step of the new classification which represents a salary increase which is immediately higher than his/her present salary plus one additional step. The District shall have the discretion to place the promoted employee at a higher step on the salary schedule. Employees promoted to higher classification position shall serve a probationary period in accordance with the regulations of the Suffolk County Civil Service Commission.

In the event an employee substitutes for another employee working in a higher paying position for a period of at least fifteen (15) working days (excluding vacation periods), the supervisor shall recommend to the Superintendent that such employee is entitled to the pay of the higher position, at a step which is immediately higher than the substituting employee's salary, plus one step, on the lower schedule. After completion of the fifteen (15) day period such pay shall be retroactive.



## **ARTICLE XIII**

### **Use of School Facilities**

The Union shall be allowed to use school building facilities for Union functions after school and work, with the permission of the Superintendent or his/her designee when requested sufficiently in advance and provided there is no conflict with other functions and by following established procedures, i.e., filing an "Application For Use Of School Building Or Grounds."

## **ARTICLE XIV**

### **Layoffs**

In the event that layoffs become necessary, or if particular jobs are eliminated, the reduction of the force will be on the basis of length of full time service with the District, providing the senior employee is qualified to do the work.

Prior to instituting layoffs of unit members, administration will permit the unit president or his/her designee to consult with administration to offer his/her opinions and/or suggestions. Administration will only be required to permit such consultation. The Board and administration retain the sole right to make determinations regarding layoffs of unit members. Any such consultation, suggestions or opinions shall not be binding upon the Board or administration. Neither the Board or administration will be required or compelled to accept or agree with any such consultations, opinions or suggestions.

## **ARTICLE XV**

### **Step Advancement**

Permanent employees hired prior to January 1 in a given year may advance to the next step on the salary schedule as of the following July 1.

Permanent employees hired after January 1 in a given year shall remain on the same salary step for the following year.

This policy is to become effective as of July 1, 1970.

## **ARTICLE XVI**

### **Termination**

Upon termination of employment, an employee shall receive reimbursement for accumulated vacation days at her/his current rate of salary. In order to receive payment for accumulated vacation in the pay period following the date of termination, an employee must give written notice of termination ten (10) working days prior to the date of said termination.

## **ARTICLE XVII**

### **Paid Holidays**

The following paid holidays shall be allowed to all permanent employees:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

If a holiday falls on a day during which an employee does not normally work, the employee shall be paid for the day. If the holiday falls on a Saturday or Sunday, a preceding or succeeding working day will be given in lieu of that holiday.

## **ARTICLE XVIII**

### **Insurance**

#### **Hospitalization Insurance**

(a) Permanent employees shall be entitled to the present non-contributory Health Insurance Program now provided by the School District. Effective January 1st, 1992, the District shall be entitled to discontinue participation in the Empire/HMO State Group Health Insurance Policy and to participate as a member of the Suffolk School Employees' Health Insurance Plan pursuant to its rules and regulations.

(b) Effective January 1, 1999, members of the unit who withdraw from the District's health insurance plan shall receive 50% of the cost of premium for family coverage if they were covered by the family plan, and 50% of the cost of premium for individual coverage if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. In order for this increased benefit to be paid at least five (5%) percent of bargaining unit members must opt out of participation in the District's health insurance

plan effective January 1, 1999 and thereafter. In the event that five (5%) percent of the bargaining unit members do not opt out, then the payments will be Eight Hundred Fifty (\$850.00) Dollars for individual coverage and One Thousand Five Hundred (\$1,500.00) Dollars for family coverage. Such payments shall be made at the end of the twelve (12) month period. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in such case no payments shall be made.

(c) Members hired after September 1, 1988 shall not be eligible for health insurance by the District if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is identical to or better than the health insurance plan being provided by the District for other members of the bargaining unit. Such members shall receive the same compensation as received by members who withdraw from the plan pursuant to this provision.

(d) Effective July 1, 2000 and thereafter, clerical employees shall be required to contribute Five (5%) percent of the cost of premiums for individual and/or family health insurance coverage. Effective July 1, 2007, clerical employees shall be required to contribute Seven and One-half (7.5%) percent. Effective July 1, 2008, clerical employees shall be required to contribute Ten (10%) percent. Effective July 1, 2009, clerical employees shall be required to contribute Eleven (11%) percent. Clerical unit members who retire effective prior to 11:59 p.m. June 30, 2001, shall be entitled to participate in the District's health insurance plan in retirement on a non-contributory basis. Any clerical employee who retires effective 11:59 p.m. June 30, 2001 and thereafter, shall participate in the District's health insurance plan at an employee contribution rate of five (5%) percent of the cost of said premiums or the same contribution rate as the employee made during the last year of his/her employment, whichever is greater. To be eligible for this benefit, an employee must be employed for at least ten (10) consecutive years immediately preceding retirement. Employees with fifteen (15) years of service or more shall be exempt from this restriction.

#### Dental Insurance and Life Insurance

1. Permanent employees shall be covered by a dental insurance policy.
2. Said policy is to be selected and administered by the United Public Service Employees Union. The unit may distribute the funds available for the insurance plan proportionately between dental and life insurance at their option.
3. (a) The per capita figure for the Board's contribution to the clerical unit employees' dental and life insurance plan will be effective July 1, 2004, one thousand fifty (\$1,050.00) dollars; January 1, 2008, one thousand eighty six (\$1,086) dollars; January 1, 2009, one thousand one hundred twenty-two (\$1,122.00) dollars; January 1, 2010, one thousand one hundred fifty eight (\$1,158.00) dollars. The maximum surplus funds which may be kept on reserve for the payment of premiums for such coverages shall be \$55,000 for the entire unit per year. Any amounts exceeding the aforementioned maximum reserve may be taken in the District's discretion and deposited in the District's general fund for use for any lawful district purpose.

(b) The total money available for use in this plan for each year will be determined by multiplying the per capita figure for each year by the number of currently filled permanent positions in the unit as designated by the Superintendent's office as of the second payroll period in October of each year.

(c) For employees hired after the second payroll period in October of each year of the contract, the Board's contribution to the group insurance shall be pro-rated on a per month basis or major portion thereof.

4. Any sum required for the dental and life insurance plan above the appropriate Board contribution referred to herein shall be provided by the United Public Service Employees Union .

5. Any monies not expended from the Board allocation to the UPSEU Clerical Unit insurance package will be carried over each year as an encumbrance to be used for group insurance benefits as described in this article.

#### Long Term Disability

The District shall provide a long term disability plan provided that the cost of the plan to the District shall not exceed the sum of Twenty Five Thousand (\$25,000.00) Dollars per year.

#### Flexible Benefits Plan

Employees shall be permitted to participate in the District's Flexible Benefits plan promulgated pursuant to Section 125 of the Regulations of the Internal Revenue Service.

#### Worker's Compensation

The District's present practice with regard to Worker's Compensation is made part of the agreement, to wit:

When an employee is entitled to Worker's Compensation she/he shall receive full pay for the period of her/his accumulated sick leave. Any weekly reimbursement compensation monies shall be turned over to the District. When the claim is settled by the Worker's Compensation Board and the District subsequently receives the amount of reimbursement for time paid an employee on sick leave, the District will then credit the employee's sick leave account with the number of days determined by the following formula:

$$\begin{array}{lcl} \text{Amount of reimbursement} & = & \text{Number of days} \\ \text{received by the district} & & \text{credited to} \\ \text{divided by the employee's} & & \text{sick leave} \\ \text{per diem salary} & & \end{array}$$

Any lump sum payment received under a Worker's Compensation claim shall be retained by the employee.

## **ARTICLE XIX**

### **Retirement**

Permanent employees shall be covered under the New York State Improved, Non-Contributory Retirement Plan (Section 75i).

#### **Payment for Unused Sick Leave Upon Retirement:**

Employees who have worked in the District for a minimum of ten (10) years and have accumulated at least fifty (50) unused sick days shall be paid for their unused days upon retirement at the rate of seventy (\$70.00) dollars per day.

## **ARTICLE XX**

### **Miscellaneous**

#### **Coffee Breaks**

The School District shall allow each employee two (2) coffee breaks per day, one in the morning and one in the afternoon, each one being fifteen (15) minutes in duration.

During the period of the thirty-two and one half (32½) hour summer workweek (July and August), the two coffee breaks per day, one in the morning and one in the afternoon, will be eliminated.

#### **Voting Time**

In accordance with the New York State Law.

#### **Tuition Reimbursement**

After an employee obtains prior written approval from the Superintendent or his/her designee and a satisfactory grade, the tuition for job related education shall be reimbursed by the School District. The withholding of such approval shall not be a grievable item under this Contract.

#### **Examination of Records**

Upon forty-eight (48) hours prior written notice to the Superintendent or his/her designee, any employee will be permitted to review his/her own personnel file, excluding references and information obtained in the process of evaluating the employee for initial employment.

#### **Copy of Contract**

All secretarial-clerical employees shall be given a copy of the contract. Such copies shall be provided by the Board at no expense to the employee.

#### Advisory Council

An Advisory Council shall be established in order to maintain a mutual working relationship between the Board, Administration, and the UPSEU Clerical Unit.

The Council shall consist of no more than three (3) representatives of the UPSEU Clerical Unit who shall meet with the Superintendent or his/her designee to discuss matters of mutual concern.

These meetings shall be basically designed to discuss items that are not considered to be negotiable, and may include staff discord and other job related problems.

#### Seniority List

A seniority list with dates of hire of employees shall be provided to the Union President each year on or before September 30th.

#### Superintendent's Conference Day

On K-12 Superintendent's Conference Day, arrangements shall be made for workshops to be held pertaining to clerical staff. All members shall be permitted to attend such workshops if school is closed as per the school calendar.

#### Public Participation at Board Meetings

During designated public participation portions of regular Board of Education meetings, the unit president and union president shall be permitted to address the Board subject to the same restrictions and limitations imposed upon other public participants, except for the requirement of residency.

### ARTICLE XXI

#### Taylor Law Amendment

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT THE IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

## **ARTICLE XXII**

### **Salary and Longevity**

#### **Salary**

Effective July 1, 2005, the 2004-05 salary schedules shall be increased by adding 3.75% to each step of same in order to develop the 2005-06 salary schedules.

Effective July 1, 2006,, the 2005-06 salary schedule shall be increased by adding 3.75% to each step of same in order to develop the 2006-07 salary schedules.

Effective July 1, 2007, the 2006-07 salary schedules shall be increased by adding 3.66% to each step of same in order to develop the 2007-08 salary schedules.

Effective July 1, 2008, the 2007-08 salary schedules shall be increased by adding 3.66% to each step of same in order to develop the 2008-09 salary schedules.

Effective July 1, 2009, the 2008-09 salary schedules shall be increased by adding 3.66% to each step of same in order to develop the 2009-10 salary schedules.

All increases are plus increment.

The salary schedules for 2005-06, 2006-07, 2007-08, 2008-09 and 2009-10 are attached hereto.

The salary schedules, as attached hereto, consist of seven (7) Levels with the positions as given at the top of each Level.

#### **Longevity**

The longevity increments shall be \$1170, after 10 years of service, \$1170 additional after 15 years of service and \$1095 additional after 20 years of service.

## **ARTICLE XXIII**

### **Smoke-Free Workplace**

Notwithstanding current policy or practice to the contrary, there shall be no smoking permitted on any school grounds or property of the school district.

## **ARTICLE XXIV**

### **Health and Safety**

The parties agree to establish a Health and Safety Committee which shall meet quarterly to address health and safety issues of District employees.

## **ARTICLE XXV**

### **Duration**

This Agreement and each of its provisions shall be binding and effective as of the first day of July 2005 and continue in full force and effect until the last day of June 2010.

## **ARTICLE XXVI**

### **Walk-In Voter Registration**

a. The Board of Education upon the recommendation of Central Administration may in its discretion, designate unit members and confidential clerical employees (excluded from the unit) as Assistant District clerks on a temporary basis pursuant to Section 2014(2) of the Education Law, only for the purpose of registering voters for school district elections, during the hours specified for the enrollment of children at building locations designated by the Board. Employees so appointed shall have no authority or benefits except as specifically delineated herein. In the event that the district discontinues the use of unit members, as per the below provisions, for the purposes of walk-in voter registration, each unit member previously designated as an Assistant District clerk shall lose that title.

b. The Board of Education shall have the discretion to designate those employees who will serve as Assistant District Clerks, provided such employees meet the qualifications required by Section 2014. Central Administration will notify each employee selected to serve as an Assistant District Clerk a reasonable time in advance of the commencement of the yearly appointment as set forth below.

c. The duties of an employee serving as an Assistant District Clerk are set forth in the duties statement previously provided to the union. It is expressly understood that any registration duties assigned to employees shall be performed by same in addition to each employee's regular clerical duties.



d. Each appointment shall be temporary for one (1) year only, for the period July 1<sup>st</sup>, through June 30<sup>th</sup>. Nothing contained herein shall be construed to require the Board to continue to any such appointment beyond a one (1) year period or to reappoint any employee as an Assistant District Clerk. However, each employee duly appointed each year shall serve in such capacity if necessary, beyond June 30<sup>th</sup> until the Board of Education's reorganization meeting in July or August, at which time the Board will decide to reappoint said employees as Assistant District Clerk or appoint other unit members, if it continues the program (see: paragraph f).

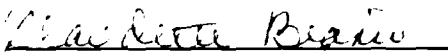
e. All employees receiving an appointment as an Assistant District clerk pursuant to this agreement shall receive an off-salary schedule payment of \$500.00 per year as defined above. Payment of this stipend shall be as follows: \$250.00 - last payroll of December and \$250.00 - last payroll of June.

f. The terms and provisions contained in this agreement shall continue under the Triborough Law unless and until a new agreement is entered into between the parties, or the Board of Education unilaterally elects to discontinue the use of unit members as Assistant District Clerks for the purposes of walk-in voter registration. In the event that the Board elects to discontinue the use of unit members in such capacity it shall discontinue the use of confidential employees (except for the District Clerk) for such purposes and it shall have no further obligation to make any payments to any employees pursuant to this agreement or the Triborough Law. Nothing contained in this agreement shall prohibit the District from continuing its past practice of assigning confidential employees to assist the District Clerk in the registering of voters not associated with the walk-in program.

9 In WITNESS WHEREOF, the following have set unto their signatures and seal this  
12<sup>TH</sup> day of FEBRUARY, 2008.


UNITED PUBLIC SERVICE  
EMPLOYEES UNION CLERICAL UNIT

  
Kevin E. Boyle, Jr. President  
United Public Service Employees Union

  
Claudette Bianco, Unit President  
United Public Service Employees Union  
Three Village Clerical Unit

THREE VILLAGE CENTRAL SCHOOL  
DISTRICT BOARD OF EDUCATION

  
Dr. Stuart Fourman, Board President

  
Frank J. Carasiti  
Superintendent of Schools

Three Village Central School District  
Clerical Staff  
Salary Schedule 2008-2009 - 3.66%

Longevity after:

10 years an additional \$1,170.00  
15 years an additional \$1,170.00  
20 years an additional \$1,095.00

				Sr. Mail Clerk									
				Sr. Stenographer		Sr. Acct. Clerk Typist		Admin. Assistant		Payroll Supervisor			
				Acct. Clerk Typist		Admin. Aide		Princ. Acct. Clerk		Purchasing Agent			
12 Month		Switchboard Op	Stenographer	Acct. Clerk Typist	Sr. Acct. Clerk	Princ. Clerk	Bus Transportation						
STEP	Clerk Typist	Photocopy Mach Op	Sr. Clerk Typist	Comp. Op II	Data Control Supv	Princ. Steno.	Technician						
6	\$37,493	\$39,218	\$40,191	\$41,551	\$45,436	\$47,530	\$56,904						
7	\$39,005	\$40,764	\$41,728	\$43,074	\$46,832	\$48,943	\$58,630						
8	\$40,529	\$42,316	\$43,243	\$44,604	\$48,234	\$50,354	\$60,356						
9	\$42,053	\$43,859	\$44,777	\$46,134	\$49,656	\$51,789	\$62,080						
10	\$43,585	\$45,417	\$46,298	\$47,652	\$51,047	\$53,188	\$63,801						
11	\$45,115	\$46,964	\$47,818	\$49,184	\$52,458	\$54,608	\$65,530						
12	\$46,642	\$48,506	\$49,348	\$50,709	\$53,860	\$56,015	\$67,253						
13	\$48,589	\$50,464	\$51,169	\$52,627	\$55,791	\$57,938	\$68,270						
14	\$51,768	\$53,733	\$54,475	\$56,005	\$59,326	\$61,585	\$72,428						
15	\$53,876	\$55,850	\$56,597	\$58,127	\$61,333	\$63,583	\$74,742						
10.5 Month													
STEP													
6	\$32,805	\$34,316	\$35,167	\$36,357	\$39,757	\$41,588	\$49,793						
7	\$34,131	\$35,668	\$36,513	\$37,694	\$40,977	\$42,823	\$51,301						
8	\$35,463	\$37,026	\$37,837	\$39,032	\$42,205	\$44,060	\$52,809						
9	\$36,795	\$38,376	\$39,179	\$40,367	\$43,445	\$45,315	\$54,320						
10	\$38,136	\$39,741	\$40,511	\$41,693	\$44,669	\$46,543	\$55,828						
11	\$39,476	\$41,092	\$41,841	\$43,035	\$45,899	\$47,783	\$57,339						
12	\$40,813	\$42,446	\$43,180	\$44,375	\$47,127	\$49,013	\$58,848						
13	\$42,519	\$44,154	\$44,774	\$46,047	\$48,817	\$50,697	\$59,735						
14	\$45,298	\$47,015	\$47,665	\$49,003	\$51,910	\$53,886	\$63,375						
15	\$47,215	\$48,942	\$49,596	\$50,934	\$53,740	\$55,711	\$65,471						
10 Month													
STEP													
6	\$31,243	\$32,684	\$33,491	\$34,631	\$37,864	\$39,607	\$47,421						
7	\$32,504	\$33,968	\$34,771	\$35,896	\$39,027	\$40,783	\$48,858						
8	\$33,774	\$35,263	\$36,036	\$37,170	\$40,194	\$41,963	\$50,295						
9	\$35,042	\$36,551	\$37,317	\$38,444	\$41,378	\$43,155	\$51,731						
10	\$36,320	\$37,850	\$38,581	\$39,710	\$42,538	\$44,327	\$53,167						
11	\$37,594	\$39,135	\$39,849	\$40,987	\$43,713	\$45,507	\$54,608						
12	\$38,868	\$40,426	\$41,122	\$42,260	\$44,881	\$46,680	\$56,044						
13	\$40,494	\$42,053	\$42,641	\$43,858	\$46,492	\$48,284	\$56,892						
14	\$43,139	\$44,777	\$45,395	\$46,670	\$49,439	\$51,321	\$60,356						
15	\$44,993	\$46,638	\$47,263	\$48,535	\$51,208	\$53,085	\$62,382						

Three Village Central School District  
 Clerical Staff  
 Salary Schedule 2009-2010 - 3.66%

Longevity after:

10 years an additional \$1,170.00  
 15 years an additional \$1,170.00  
 20 years an additional \$1,095.00

12 Month		Switchboard Op	Stenographer	Sr. Mail Clerk	Sr. Acct. Clerk Typist	Admin. Assistant	Payroll Supervisor
STEP	Clerk Typist	Photocopy Mach Op	Sr. Clerk Typist	Acct. Clerk Typist	Admin. Aide	Princ. Acct. Clerk	Purchasing Agent
6	\$38,865	\$40,654	\$41,662	Acct. Clerk Typist	Sr. Acct. Clerk	Princ. Steno.	Bus Transportation
7	\$40,433	\$42,255	\$43,255	Comp. Op II	Data Control Supv		Technician
8	\$42,012	\$43,864	\$44,826				
9	\$43,592	\$45,464	\$46,416				
10	\$45,180	\$47,079	\$47,993				
11	\$46,766	\$48,683	\$49,568				
12	\$48,349	\$50,281	\$51,154				
13	\$50,368	\$52,311	\$53,041				
14	\$53,662	\$55,700	\$56,469				
15	\$55,848	\$57,894	\$58,668				
10.5 Month							
STEP							
6	\$34,005	\$35,572	\$36,454				
7	\$35,381	\$36,974	\$37,849				
8	\$36,761	\$38,382	\$39,222				
9	\$38,142	\$39,781	\$40,613				
10	\$39,531	\$41,196	\$41,994				
11	\$40,921	\$42,596	\$43,373				
12	\$42,307	\$44,000	\$44,760				
13	\$44,075	\$45,770	\$46,412				
14	\$46,955	\$48,736	\$49,410				
15	\$48,943	\$50,733	\$51,411				
10 Month							
STEP							
6	\$32,387	\$33,881	\$34,716				
7	\$33,694	\$35,211	\$36,044				
8	\$35,010	\$36,553	\$37,355				
9	\$36,324	\$37,889	\$38,683				
10	\$37,649	\$39,235	\$39,993				
11	\$38,970	\$40,567	\$41,307				
12	\$40,290	\$41,905	\$42,627				
13	\$41,976	\$43,592	\$44,201				
14	\$44,718	\$46,416	\$47,056				
15	\$46,640	\$48,345	\$48,992				